



**PUBLIC IMPROVEMENT CONTRACT
WITH THE CITY OF MILWAUKIE, OREGON
FOR (PROJECT TITLE)**

THIS CONTRACT, made and entered into this _____ day of (Month), (Year), by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City and (Contractor Name), a(an) (State) (corporation/partnership) hereinafter called Contractor, duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Compensation and Work

Contractor, in consideration of the sum of \$ _____ to be paid by the City in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Specifications, the Special Provisions and other required provisions, bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer, and according to such directions as may from time to time be made or given by the Engineer or Agency under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

2. Contract Effective Date and Duration

This Contract shall become effective upon the date of execution by the City, and shall expire, unless otherwise terminated or extended, by (Month – Day – Year).

3. Contract Time to Complete Work

Contractor agrees that time of completion of work shall be no later than the date(s) stated in Section 180.50 of the Special Provisions of this Contract.

4. Contract Documents

Applicable plans, the applicable Specifications, the Special Provisions and other required provisions and the schedule of contract prices are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

5. Contractor - Payment of Benefits

Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the City. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

6. Payments

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable plans, Specifications, Special Provisions, other required provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the direction of the Engineer and to his/her satisfaction, and, on Federal Aid Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal Aid Road Act and all amendments thereto, the City agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable Specifications or Special Provisions.

7. Nonwaiver

All work performed by Contractor under this Agreement shall be the property of the City. The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

8. Governing Law and Conflict Between Terms

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U.S. District Court in Portland. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

9. Notices and Contact Information

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by email. Notices, bills and payments sent by mail should be addressed as follows:

City of Milwaukie	(Contractor's Firm Name):
Attn: Accounts Payable	Attn: (insert contract manager's name)
10722 SE Main Street	(insert contract manager's address)
Milwaukie, Oregon 97222	
Phone: 503.786.7523	Phone: (insert #)
Fax 503.786.7528	Fax: (insert #)
Email: ap@milwaukieoregon.gov	Email: (insert address)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

For purposes hereof, the City's authorized representative will be the City Engineer, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503.786.7600.

For purpose hereof, the Contractor's authorized representative will be (Enter Representative's Name and Address and Phone).

10. Hazardous Materials

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and

identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

11. Hazardous Waste

If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

12. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

13. Complete Agreement

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, and the Contractor has executed this agreement on the date herein above first written.

CITY OF MILWAUKIE

Signature

Printed Name & Title

Date

CONTRACTOR

Signature

Printed Name & Title

Date

Federal Employer Identification Number

Oregon Construction Contractors Board License
Number and License Expiration Date

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By: _____
Signature

Name: _____

Title: _____

Address for giving notices: _____

ACKNOWLEDGMENT:

By a Corporation:

State of _____
County of _____

On this _____ day of _____, 20____, before me, a Notary Public in and for the County of _____, State of _____, personally appeared _____, known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL)

Signature of Notary Public

Name of Notary Public

Notary Public, State of _____

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. ☐ Carrier-Insured Employer (State Accident Insurance Fund Corp or other authorized insurer)
Insurance Company Name _____
ID/Policy Number _____
2. ☐ Self-Insured Employer (Certified by the Workers' Compensation Division)
ID number assigned by Workers' Compensation Division _____
3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the City of said cancellation or change and will obtain alternate coverage.

Dated _____, 20____

Contractor's Signature

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building in Salem, OR 97310; Phone 503.947.7810.

City of Milwaukie, Oregon
Public Works Contract Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, whose address is
 (Official Name & Form of Organization)

 (Street Address)

 (City)

 (State)

 (Zip)

as Principal, and,

 (Name of Surety)

 (Street Address of Surety)

 (City)

 (State)

 (Zip)

 (Print Agent / Contact Name)

 (Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

_____ and ____/100 DOLLARS (\$_____),
 (Contract Price, both in words and figures)

lawful money of the United States of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the (Day) day of (Month), 20_____, _____,
 (Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it

meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee but shall terminate on acceptance by Obligee.

The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in (City, State), this (Day) day of (Month), 20_____.

Contractor Name (printed)

Principal Signature

Principal Name (printed)

Witnesses:

Surety:

A true copy of the Power of Attorney must be attached to the original of this bond.

Surety Company

Surety Attorney of Fact Signature

Countersigned:

Resident Agent

City of Milwaukie, Oregon
Public Works Contract Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, whose address is
 (Official Name & Form of Organization)

 (Street Address)

 (City)

 (State)

 (Zip)

as Principal, and,

 (Name of Surety)

 (Street Address of Surety)

 (City)

 (State)

 (Zip)

 (Print Agent / Contact Name)

 (Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

_____ and ____/100 dollars (\$_____),
 (Contract Price, both in words and figures)

lawful money of the United States of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the (Day) day of (Month), 20_____, _____,
 (Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor and equipment to construct the improvements. The contract documents are incorporated herein by reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the

event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co- partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and its subcontractors, pursuant to the Section 316.711, Oregon Revised Statutes, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in (City, State), this (Day) day of (Month), 20_____.

Contractor Name (printed)

Principal Signature

Principal Name (printed)

Witnesses:

Surety:

A true copy of the Power of Attorney must be attached to the original of this bond.

Surety Company

Surety Attorney of Fact Signature

Countersigned:

Resident Agent